

## REMARKS

Favorable consideration of the application as amended is respectfully requested in the light of the amendments and following detailed discussion.

Claims 21, 23, 34 and 35 have been amended as to form without altering the scope of the claims. No new matter has been added by any of the amendments. Claims 21-39 are currently pending in the subject application.

### Allowable Subject Matter

Applicants note with appreciation the indication by the Examiner that claims 26-27 contain allowable subject matter.

### Drawing Objections

Citing the statement in MPEP § 608.02(d) that "Any structural detail that is essential for a proper understanding of the disclosed invention should be shown in the drawing," the drawings have been objected to under 37 CFR 1.83(a) based upon the assertion that they fail to show the bore as described in the specification.

Applicants traverse this objection since the drawings clearly show the described bore. It is readily apparent to a person skilled in the art that, in both Figures 2 and 4, the bolt 8 can be seen as positioned within the bore. On page 6 of the specification, which describes Figure 2, it is clearly stated that, "Insert 14 lies between plies 1 and 3 and surrounds the bore through which bolt 8

passes. Bush 16 sits in the bore." Figures 2 and 4 show the plies 1 and 3, the bolt 8 and the bush 16, so by definition the "bore" must also be visible in those Figures to the extent that a bore is ever visible. The objections to the drawings should thus be withdrawn.

#### Specification Objections

The disclosure has been objected to because of the following informalities: on page 2, line 2, a phrase "characterised" should read --characterized--; line 6, a phrase "practised" should read --practiced--; line 14, a phrase "practising" should read -- practicing--.

Applicants note initially that the objection to the specification because of the use of the British spellings of various terms is certainly improper. The MPEP section 608.01 states that, "Examiners should not object to the specification and/or claims in patent applications merely because applicants are using British English spellings (e.g., colour) rather than American English spellings. It is not necessary to replace the British English spellings with the equivalent American English spellings in the U.S. patent applications. Note that 37 CFR 1.52(b)(1)(ii) only requires the application to be in the English language. There is no additional requirement that the English must be American English."

Nonetheless, the specification has been amended as specifically suggested by the Examiner in order to expedite prosecution. Withdrawal of this objection to the specification is requested.

In addition, the Office Action sets forth another objection to the specification as failing to provide proper antecedent basis for the claimed subject matter, citing 37 CFR 1.75(d)(1) and MPEP § 608.01(0) and referring to the term "the bore" on page 6, line 15.

The rule cited in the Office Action, 37 CFR 1.75(d) (1), reads as follows:

"The claim or claims must conform to the invention as set forth in the remainder of the specification and the terms and phrases used in the claims must find clear support or antecedent basis in the description so that the meaning of the terms in the claims may be ascertainable by reference to the description."

Claim 21 defines a method of producing a laminated panel having at least one bore extending through the panel wherein a sealing member is placed between the glass plies so as to surround the bore and form a seal with the inner faces of the glass plies thereby excluding the bonding interlayer from an area surrounding the bore and a load bearing insert is positioned in the area surrounding the bore from which the interlayer has been excluded.

The meaning of the term "bore" as set forth in claim 21 finds ample basis throughout the specification and, as discussed above, Figures 2 and 4 of the drawings. For example, the paragraph beginning on page 1, line 30 reads:

Accordingly from a first aspect this invention provides a method for the production of a laminated panel comprising a first glass ply, a second glass ply and a bonding interlayer said laminate having at least one bore passing through the panel which is characterized in that prior to the lamination step a seal is positioned between the plies so as to surround the bore or bores thereby excluding the bonding interlayer from an area surrounding the bore or bores.

And the paragraph beginning at page 5, line 3 reads:

The glass plies may comprise a plurality of bores always provided that each ply has a set of bores which is aligned with those in the other. Each bore in the laminate is preferably surrounded by an insert excluding the interlayer as hereinbefore described. The number of and the positioning of the bores will vary with the size of the panel and the position in which it is to be mounted. Generally the bores will be circular and have a diameter of from 15 mm to 50 mm. The interlayer will be provided with corresponding concentric holes having a larger diameter, typically from 50 mm to 100 mm. These holes will be cut or punched out from the interlayer before the plies are assembled. The external diameter of the seal should be substantially the same as the internal diameter of the hole in the interlayer so that the seal may be conveniently located in the interlayer.

For all of these reasons, the meaning of the term "bore" in the claims is readily ascertainable by reference to the verbal description and drawing figures, and this objection to the specification must also be withdrawn.

Claim Rejections – 35 USC 112

Claims 21-30 and 34-35 have been rejected under 35 USC 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

In this regard, it is asserted that the claim 21 "citation 'a first glass ply having an inner face, a second glass ply having an inner face' is confusing

because it's unclear that an inner face cited in a first and a second glass plies are the same inner faces?"

In addition, it is asserted that the claim 34 recitation of "the production" in line 2 and the claim 35 recitation of "the setting ... the area" in lines 2-3 both lack antecedent basis.

As noted above, claims 21, 23, 34, and 35 have been amended in an attempt to present the claims in a form acceptable to the Examiner. While it is submitted that previously presented claim 21 was clear, in that the inner face of the first glass ply and the inner face of the second glass ply were obviously not the same inner face, applicants have made a sincere attempt to address the confusion expressed in the Office Action. Claim 23 has been amended merely to track the changes made in the language of claim 21.

Claim 34 has been amended to use the same term "producing" that is set forth in claim 21, while claim 35 has been amended to eliminate the use of "the setting." Further, it is noted that the claim 21 reference to "an area" provides sufficient antecedent basis for "the area" in claim 35.

Applicants submit that all of the pending claims comply fully with 35 USC 112, so that all of the rejections pursuant to this section should be withdrawn.

#### Claim Rejections – 35 USC §102

Claims 21-25 and 28-39 have been rejected under 35 U.S.C. 102(b) as being anticipated by US Pat. No.6, 138,434 to Demars et al. ("Demars").

It is asserted that Demars discloses "in Fig. 2, a laminated panel comprising a first glass ply 4 having an inner face, a second glass ply 5 having an inner face and a bonding interlayer 8 said laminate having at least one bore 9 extending through the panel wherein a sealing member 10 is placed between the glass plies 4/5 so as to surround the bore 9 and form a seal with the inner faces of the glass plies thereby excluding the interlayer from an area surrounding the bore and a load bearing insert 15 is positioned in the area surrounding the bore from interlayer has been excluded (see Figs. 2a-2c)."

Applicants respectfully traverse these rejections. According to the MPEP, "[a] claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." See MPEP 2131 (quoting *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631). Put another way, for there to be anticipation, "the identical invention must be shown in as complete detail as it is contained in the ...claim." *Richardson v. Suzuki Motor Co.*, 9 USPQ 2d 1913, 1920 (Fed Cir. 1989).

Claim 21 defines a method for producing a laminated panel comprising a first glass ply having a first glass ply inner face, a second glass ply having a second glass ply inner face, and a bonding interlayer." The claimed method is one which includes, *inter alia*, laminating the first glass ply inner face to the second glass ply inner face with the bonding interlayer therebetween.

The type of glazing described in Demars is simply not a laminated glazing panel where two plies are laminated with a bonding interlayer therebetween.

Demars relates to a glazing panel of the bolted type; i.e. one in which there is a bore (or hole 9) in the glazing through which a bolt 13 passes. It is there that the similarity with our laminated panel ends. The glazing panel of Demars has two sheets of glass 4, 5 that are held in a space-apart relationship with a vacuum 6 in between. In order to maintain the vacuum, the periphery of the glass sheets is sealed with a seal 8. The hole 9 in the sheets is sealed with a seal 10 formed of glass frit (col. 4, lines 44-50), and the glass sheets 4, 5 are welded together (col. 4, lines 48-49). Demars does not relate to laminated panels.

In addition, claim 21 defines a method wherein "a sealing member is placed between the glass plies so as to surround the bore and form a seal with the inner faces of the glass plies thereby excluding the bonding interlayer from an area surrounding the bore." As the seal 8 of Demars is provided only about the periphery of the two glass sheets, the seal 10 in no way excludes the seal 8 (the seal 8 asserted to be "the bonding layer" of Demars) from an area surrounding the bore.

Claim 21 further defines a method wherein "a load bearing insert is positioned in the area surrounding the bore from which the interlayer has been excluded." Of course, as noted above, the "sealing member is placed between the glass plies so as to surround the bore and form a seal with the inner faces of the glass plies thereby excluding the bonding interlayer from an area surrounding the bore." Thus, "the area" in which the load bearing insert is positioned is "between the glass plies." The Examiner considers the washer 15 of Demars to

be the equivalent of the "load bearing insert" of claim 21. However, the washer 15 of Demars is positioned on the outside of the glass sheets 4, 5, **not** in the area between the glass sheets and surrounding a bore. Demars thus fails to anticipate the method of claim 21 for this additional reason.

For all of these reasons, Demars fails to anticipate claim 21. In addition, claim 22-30 all depend, either directly or indirectly, from claim 21, and thus are patentable at least on the basis of their dependence from a patentable base claim.

Moreover, claim 31 defines laminated panel comprising a first glass ply laminated to a second glass ply with a bonding interlayer therebetween, the laminated panel having at least one bore passing through said panel, wherein the bonding interlayer is excluded from an area surrounding the bore and a load bearing insert is positioned in the area from which the interlayer has been excluded. Demars thus fails to anticipate claim 31 for all of the same reasons set forth above in respect of claim 21. In addition, claims 32-39 all depend, either directly or indirectly, from claim 31, and are patentable at least on the basis of their dependence from a patentable base claim.

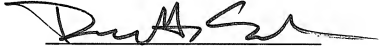
### Conclusion

In view of the above, each of the presently pending claims in this application is in condition for allowance. If, however, there are any outstanding issues that



can be resolved by telephone conference, the Examiner is earnestly encouraged to telephone the undersigned representative.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Donald A. Schurr', written over a horizontal line.

Donald A. Schurr

Registration No. 34,247

ATTORNEYS

Marshall & Melhorn, LLC  
Four SeaGate - 8th Floor  
Toledo, Ohio 43604  
Phone: (419) 249-7145